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9 **UNITED STATES DISTRICT COURT**  
10 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

11  
12 AMP Plus, Inc. d/b/a ELCO Lighting,  
13 Plaintiff,  
14 v.  
15 Nora Lighting, Inc.  
16 Defendant.  
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Case No. 2:24-cv-08460-MWC-BFM

**DECLARATION OF ERIK J.  
HALVERSON IN SUPPORT OF  
ELCO'S APPLICATION FOR  
LEAVE TO FILE UNDER SEAL  
(DKT. 44)**

1 I, Erik Halverson, declare as follows:

2 1) I am an attorney licensed to practice in the State of California and  
3 before this Court. I am an attorney at the law firm of K&L Gates LLP, attorneys  
4 for defendant Nora Lighting, Inc. (“Nora”) in this proceeding. If called as a  
5 witness, I could and would testify competently as to the facts set forth below, as I  
6 know each to be true based upon my own personal knowledge or upon my review  
7 of the files and records maintained by K&L Gates LLP in the regular course of its  
8 representation of Nora. I submit this declaration in support of ELCO’s  
9 Application for Leave to File under Seal (Dkt. 44) and pursuant to L.R. 79-  
10 5.2.2(b).

11 2) On Saturday, June 21, 2025, ELCO filed an Opposition (Dkt. 42) to  
12 Nora’s Motion to Stay pending Reexamination (Dkt. 38). In support of its  
13 Opposition, ELCO submitted twenty exhibits, including 130 pages of sealed  
14 information attached to a declaration from Mr. Bruce Kuyper (Dkt. 44-2). These  
15 include: Exhibit N – a deposition transcript; Exhibit O – confidential internal  
16 email communications regarding product development; Exhibit P – confidential  
17 email communications between Nora and its supplier regarding product  
18 development; Exhibit Q – confidential email communications between Nora and  
19 its supplier regarding product development; and Exhibit R– confidential internal  
20 email communications regarding product development. It also attached an  
21 unredacted copy of ELCO’s Opposition (Dkt. 44-1).

22 3) Under the compelling reasons standard, a party must “articulate  
23 compelling reasons supported by specific factual findings that outweigh the  
24 general history of access and the public policies favoring disclosure, such as the  
25 public interest in understanding the judicial process.” *Kamakana v. City &*  
26 *County of Honolulu*, 447 F.3d 1172, 1179 (9th Cir. 2006) (cleaned up).  
27 “[C]ompelling reasons sufficient to outweigh the public’s interest in disclosure  
28 and justify sealing court records exist when such court files might have become a

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1 vehicle for improper purposes, such as the use of records to gratify private spite,  
2 promote public scandal, circulate libelous statements, or release trade secrets.”  
3 *Id.* (cleaned up).

4 4) Information that is related to the technical business of a party is  
5 properly sealed to prevent competitive harm. *Treehouse Avatar LLC v. Valve*  
6 *Corp.*, No. C17-1860-RAJ, 2019 WL 291664, at \*2 (W.D. Wash. Jan. 23,  
7 2019) (granting motion to seal “proprietary technical business information that is  
8 not already in the public domain”). Similarly, information tied to product and  
9 market analysis is similarly treated. *Algarin v. Maybelline, LLC*, No. 12-cv-3000-  
10 AJB (DHB), 2014 WL 690410, at \*3 (S.D. Cal. Feb. 21, 2014) (granting motion  
11 to seal “compilation of sales data, market research, consumer research,  
12 advertising data and marketing strategy”).

### 13 **ELCO’S OPPOSITION**

14 5) The redacted portions of ELCO’s Opposition appear on pages 1, 5,  
15 11, 12, 13, 14, 15, and 20.

16 6) The passage on page 20 does not need to be redacted and can be filed  
17 publically. The remaining passages of ELCO’s Opposition are all direct quotes  
18 from Nora’s internal design documents and the deposition testimony of one of  
19 Nora’s design engineers, Mr. Duong.

20 7) As set forth in *Kamakana v. City & County of Honolulu*, 447 F.3d at  
21 1179, “[C]ompelling reasons sufficient to outweigh the public’s interest in  
22 disclosure and justify sealing court records exist when such court files might have  
23 become a vehicle for improper purposes, such as the use of records to gratify  
24 private spite, promote public scandal, circulate libelous statements, or release  
25 trade secrets.” The passages highlighted in ELCO’s opposition have no bearing  
26 on the issue of the requested stay, and are rather directed towards promoting  
27 private spite between the parties. How Nora referred to ELCO or ELCO’s  
28 products during the development of the Pearl product is irrelevant as it relates to

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1 the factors this Court analyzes as it relates to a stay motion. Rather than respond  
2 to the merits of the reexamination, or Nora's Motion, ELCO elected to submit  
3 over 100 pages of information solely for the sake of airing statements otherwise  
4 made behind closed doors, in the public record. This type of conduct should not  
5 be rewarded, and Nora should not be punished by the publication of its  
6 confidential communication in the public record. The entirety of the submitted  
7 sealed information should therefore remain sealed.

8 **MR. KUYPER'S DECLARATION**

9 8) Nothing in the declaration itself constitutes Nora confidential  
10 information. Each of the four exhibits are addressed in turn below.

11 **EXHIBIT N**

12 9) Exhibit N is 45 pages of deposition testimony from one of Nora's  
13 engineers, Mr. Dany Duong. As an initial matter, none of Mr. Duong's testimony  
14 is relevant to the stay issue raised in Nora's Motion for Stay. Rather, it is  
15 submitted with ELCO's Opposition to force Nora's hand regarding whether  
16 ELCO can share the transcript with ELCO's client representatives. On June 18,  
17 2025, I emailed counsel for ELCO in response to their request to share the entirety  
18 of Mr. Duong's deposition transcript with their client, that "We're happy to meet  
19 and confer if there are specific portions you'd like to address or for us to consider,  
20 but Elco's request to de-designate the entire transcript or the exhibits from  
21 MacGregor's email is not something we'll agree to." Rather than work together  
22 to identify any necessary passages that ELCO contends would assist its client in  
23 understanding the case, ELCO decided to push the issue with the Court by  
24 submitting large swaths of the transcript under seal.

25 10) As discussed on the record, large portions of the deposition were  
26 attended by ELCO's client representative himself, Mr. Cohen. *See e.g.*, Ex. N at  
27 42:7 (Dkt. 44-2 pg. 28) (Mr. Cohen correcting ELCO's lawyer's question).  
28 However, for the portions of the testimony where ELCO's lawyers questioned

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Mr. Duong regarding confidential documents, Mr. Cohen was asked to leave the room. *See* Ex. N at 56:3-5 (Dkt. 44-2 pg. 32). Now, in direct contravention of the agreement of the parties, ELCO submits the rest of the transcript because “[the] don’t believe these materials are particularly sensitive.” *See* email from M. Mooney dated June 4, 2025 (attached hereto as Exhibit A). ELCO’s subjective belief about its desire to share Nora’s protected business communications with its client underscores the entirety of this exercise.

11) The passages of Exhibit N that relate to Mr. Duong’s testimony of Nora’s internal communications should remain sealed because they are “proprietary technical business information that is not already in the public domain” and “market research.” These passages include those outlined below, and should remain sealed for the reasons outlined below:

Ex. N, 70:6-71:9	Counsel for ELCO is reading from internal design communications
Ex. N, 153:7-169:25	Counsel for ELCO is reading from internal design communications, including regarding confidential supply chain relationships
Ex. N, 184:2-189	Counsel for ELCO is reading from internal design communications, including regarding confidential supply chain relationships including confidential sales channels
Ex. N, 190:2-195:25	Counsel for ELCO is reading from internal design communications, including regarding confidential supply chain relationships including confidential sales channels

12) The remainder of Mr. Duong’s excerpted testimony should remain

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1 sealed because it was submitted for an improper purpose and need not be made  
2 public to resolve Nora's Motion for Stay. To order otherwise would improperly  
3 reward parties for submitting irrelevant confidential information.

4 **Exhibit O**

5 13) Exhibit O is an internal communication between Nora employees  
6 discussing confidential design specifications and processes. This type of internal  
7 document is not one prepared with an expectation of public dissemination.  
8 Moreover, it provides great detail regarding the technical operation and design of  
9 the Accused Products.

10 **Exhibit P**

11 14) Exhibit P is a communication with Nora's supplier. The identify of  
12 the supply chain relationships in the LED retrofit industry is part of the  
13 commercial differentiators and are considered trade secrets. These relationships  
14 are important to pricing, sourcing, and design options, and to publicly disclose  
15 these relationships would unfairly flatten the competitive landscape between  
16 ELCO and Nora solely to ELCO's favor. Moreover, Exhibit P provides sensitive  
17 insight into the design process for the Accused Product that, if made available to  
18 Nora's competitors, would allow them unprecedented and unilateral insight into  
19 Nora's processes, placing Nora at a competitive disadvantage.

20 **Exhibit Q**

21 15) Exhibit Q is a communication with Nora's supplier. The identify of  
22 the supply chain relationships in the LED retrofit industry is part of the  
23 commercial differentiators and are considered trade secrets. These relationships  
24 are important to pricing, sourcing, and design options, and to publicly disclose  
25 these relationships would unfairly flatten the competitive landscape between  
26 ELCO and Nora solely to ELCO's favor. Moreover, Exhibit Q provides sensitive  
27 insight into the design process for the Accused Product that, if made available to  
28 Nora's competitors, would allow them unprecedented and unilateral insight into

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1 Nora's processes, placing Nora at a competitive disadvantage.

2 **Exhibit R**

3 16) Exhibit R is an internal communication between Nora employees  
4 discussing confidential design specifications and processes. This type of internal  
5 document is not one prepared with an expectation of public dissemination.  
6 Moreover, it provides great detail regarding the technical operation and design of  
7 the Accused Products.

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9  
10 DATED: June 25, 2025

By: /s/ Erik J. Halverson

Erik J. Halverson  
*Attorney for Defendant*  
*Nora Lighting, Inc.*

**CERTIFICATE OF SERVICE**

I, the undersigned, declare that I am over the age of 18 years, employed in the County of Orange, State of California, and not a party to the above-entitled cause. On June 25, 2025, I caused to be served the foregoing document on the interested parties in this action as set forth below:

**HALVERSON DECLARATION ISO APPLICATION TO FILE UNDER SEAL (DKT 44)**

**VIA EMAIL**

Guy Ruttenberg, Bar No. 207937  
[guy@ruttenbergiplaw.com](mailto:guy@ruttenbergiplaw.com)  
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*Attorneys for Plaintiff, AMP Plus, Inc.  
d/b/a ELCO Lighting*

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on June 25, 2025, in Irvine, California.

By: /s/ Ashley Russell

Ashley Russell